

PURCHASING OFFICE
UNIVERSITY OF NEW ORLEANS

Telephone: (504)-280-6214

Bid Number: BTB2120

Closing Date: 11/02/09

and Time: 2:00 p.m.

INVITATION, BID AND ACCEPTANCE

«Field1»
«Field2»
«Field3»
«Field4»

INVITATION/INSTRUCTIONS

1. Sealed bids, subject to the conditions stated herein and attached hereto, are hereby invited and will be received at this office until the above noted bid closing time and then publicly opened for furnishing the items and/or services as specified.
2. YOUR BID, IN DUPLICATE, SHOULD BE MADE ON THE ATTACHED FORM (S) AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE.
3. The University cannot accept Sealed bids by telephone, telegraph or fax. Telegraphic or faxed alterations to bids will be considered provided formal Sealed bid and the alteration have been received in this office prior to bid closing time.
4. Any bid received after bid closing time will be returned unopened.
5. ALL PRICES ARE TO BE QUOTED COMPLETE AND FOB UNO, NEW ORLEANS, LA., unless otherwise stated in specifications by the University.
6. All prices must be firm unless otherwise stated by University.
7. Do not include State Sales Tax or Federal Excise Tax; same will be added if applicable.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from bid closing time.
9. If unable to bid, return only cover sheet marked, "No Bid" with signature in order to remain on bidder's list.
10. Telephone inquiries may be directed to Receptionist with above bid number.

Date _____

BID
PLEASE FILL IN ALL BLANK SPACES

In compliance with the above invitation to bid and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within _____ days from bid closing time to furnish any or all of the items (or sections) at the price set opposite each item (or section). TERMS _____. SHIPMENT WILL BE MADE FROM WITHIN _____ DAYS AFTER RECEIPT OF ORDER. DELIVERY MAY BE A CONSIDERATION IN THE AWARD, APPROXIMATE SHIPPING WEIGHT SHIPMENT IS TO BE FOB UNO UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY.

Bidder _____ Address _____
Name of Firm Street or P.O. Box

By _____
Signature City, State, Zip Code

Title _____ / _____ Phone Number () _____
Typed name Fax Number () _____

NOTE: out of state firms that may be awarded an order as a result of this bid agree to signing a certificate stating: "I hereby certify that I have paid to the state and its political subdivisions all taxes duly assessed by the state of Louisiana and its subdivisions, including Franchise Taxes, Privilege Taxes, Sales Taxes and all other taxes for which I am liable."

CONTRARY TERMS AND CONDITIONS, GOVERNING LAW: Submittal of any terms and conditions contrary to those contained within this Invitation for Bid may cause your bid to be rejected. By signing this bid, the bidder agrees that any terms and conditions which may be included in their bid are nullified and agrees this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

AUTHORIZED SIGNATURE: In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University.
By signing this bid, the bidder certifies compliance with the above.

AFFIRMATIVE ACTION AND ANTI-DISCRIMINATION CLAUSE: You are hereby notified that, during the performance of this contract, the successful bidder (contractor or vendor) must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, age, disability or veteran status. See, e.g., The Civil Rights Acts of 1964, The Age Discrimination in Employment Act of 1967, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran's Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Americans with Disabilities Act of 1990 and Executive Order 11246, as amended.

INFORMATION FOR BIDDERS AND GENERAL CONDITIONS - SEALED BIDS

QUALITY: Unless otherwise called for in the specifications, all products are to be new, current model, and of best quality as measured by accepted standards of the trade, and any defects in any product may cause its rejection. WHEREVER MANUFACTURERS' TRADE OR BRAND NAMES APPEAR IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT EQUAL PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY. THE USE OF A BRAND NAME IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. ANY BIDDER PROPOSING EQUAL PRODUCTS SHOULD SUBMIT WITH BID COMPLETE SPECIFICATIONS, ILLUSTRATED LITERATURE, INCLUDING BROCHURES AND PICTURES DEPICTING PROPOSED EQUALS, IF POSSIBLE. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCT SPECIFIED. Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by University.

PROPOSAL: An original and a copy of the proposal should be submitted on the forms furnished for that purpose or on exact copies thereof. Bid prices must be typewritten or in ink. BIDS MUST BE SIGNED IN INK. In case of an error on extension, the unit price shall prevail.

DELIVERY OF BIDS: The bid should be placed in an envelope which is to be sealed and marked "Proposal" with the name and number of bid and time and date of bid opening, giving also the name and address of the bidder. To assure consideration, bidders should use attached pre-addressed envelope. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

Bids must be delivered to the Purchasing Office, Room 115, BIENVILLE HALL, University of New Orleans, New Orleans, Louisiana 70148, not later than time and date as shown on Invitation, Bid and Acceptance. The University reserves the right to reject any or all bids and to waive informalities.

INTERPRETATION OF DOCUMENTS: If any bidder contemplating submitting a bid is in doubt as to the meaning of any part of the specifications, bidder may submit a written request for interpretation. Such request must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the documents. The University will not be responsible for any other explanation of the documents.

AWARD: Award will be made to the lowest, responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the Invitation for Bid.

LOUISIANA PREFERENCE: A preference will be given to materials, supplies and provisions produced, manufactured, assembled, grown or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University.

ACCEPTANCE OF PROPOSAL: Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

PAYMENT: Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of the invoice, whichever is later.

LEGISLATORS PROHIBITED: According to LSA-R.S. 42:113(D) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership or other legal entity in which the legislator or his or her spouse owns an interest, except publicly traded corporations. Each bidder shall be required to disclose whether or not it falls into any of these categories on its bid proposal form.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors shall have the option of auditing all accounts of the contractor which relate to this contract.

SEALED BID NUMBER: BTB2120
BID OPENING DATE 11/02.09
BID OPENING TIME: 2:00 P.M.

THE UNIVERSITY OF NEW ORLEANS DESIRES TO RENT A LIQUID NITROGEN STATION, RENTAL OF 100 LITER DEWAR FOR HELIUM, PURCHASE OF HELIUM, AND PURCHASE NITROGEN IN LIQUID FORM FOR THE PERIOD DECEMBER 1, 2009 OR DATE OF AWARD THROUGH NOVEMBER 30, 2010 WITH A RENEWAL OPTION OF THREE CONSECUTIVE ONE YEAR PERIODS IF MUTUALLY AGREEABLE.

THE UNIVERSITY RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IF SERVICES OR PRODUCT PROVES UNSATISFACTORY. ONGOING RESEARCH DICTATES PROMPT SERVICE TO EQUIPMENT AND DELIVERY OF THE PRODUCT WITHIN TWENTY-FOUR (24)HOURS AFTER CALL IS MADE BY DEPARTMENT. THE UNIVERSITY WILL NOTIFY VENDOR IN WRITING OF UNSATISFACTORY SERVICE. IF PROBLEMS ARE NOT CORRECTED WITHIN A TEN (10) DAY PERIOD, CONTRACT WILL BE CANCELLED AND AWARDED TO NEXT LOW BIDDER OR RE-BID, WHICHEVER IS MOST ADVANTAGEOUS TO THE UNIVERSITY.

INSTALLATION AND MAINTENANCE OF NITROGEN STATION AND DEWAR(S) ARE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER.

THE EXISTING SLAB TO SUPPORT THE NITROGEN STATION MEASURES 11'-0 BY 13'-0 OF VARYING THICKNESS. THIS SLAB HAS SUPPORTED A NITROGEN TANK WITH A LABELED CAPACITY OF 10000 POUNDS. ALLOWING 8000 POUNDS FOR THE TANK WEIGHT, THE ESTIMATED TOTAL WEIGHT CAPACITY OF THE SLAB IS 18000 POUNDS FOR THE TANK WEIGHT.

BIDDERS ARE REQUESTED TO ENCLOSE WITH BID BEING QUOTED COMPLETE SPECIFICATIONS AND ILLUSTRATED LITERATURE ON NITROGEN STATION. FAILURE TO DO SO IS CAUSE FOR REJECTION OF BID WITHOUT FURTHER CONSIDERATION.

INSURANCE CERTIFICATES AS CONTAINED IN THESE BID SPECIFICATIONS WILL BE REQUIRED OF SUCCESSFUL BIDDER BEFORE ANY WORK OR SERVICES BEGIN ON THIS CONTRACT.

BIDDERS WISHING TO VISIT THE WORK SITE ARE TO CONTACT MR. CHARLES PAUL, CHEMISTRY DEPT., 504-280-6859 TO SET APPOINTMENT.

CHANGES TO THESE SPECIFICATIONS WILL BE MADE BY ADDENDUM ONLY, ISSUED TO ALL PROSPECTIVE BIDDERS ON BID LIST.

SURCHARGES, DELIVERY CHARGES AND OTHER FEES ARE TO BE INCLUDED IN THE RENTAL COST.

BID WILL AWARDED ON A LINE ITEM BASES TO THE LOWEST RESPONSE BIDDER.

UNO does not do credit card payments, prepay, or deposits.

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Please do not strike through or make changes to this document, as this could potentially disqualify the bid. If you feel that an item needs clarification or if you need to qualify your bid in any way, please send the requested clarification or qualification to Purchasing in writing by FAX 504-280-6297 or email to TROY BACINO (tabacino@uno.edu) by 12:00 PM, October 26, 2009 .

THE University of New Orleans MAY ADD OR DECREASE QUANTITIES AS NEEDED. QUANTITIES ARE ESTIMATED AND NOT GUARANTEED.

CONTINUED ON NEXT PAGE:

SEALED BID NUMBER: BTB2120
BID OPENING DATE 11/02/09
BID OPENING TIME: 2:00 P.M

THE UNIVERSITY DESIRES TO ESTABLISH A BLANKET PURCHASE ORDER FOR PURCHASE OF LIQUID HELIUM AND LIQUID NITROGEN AS NEEDED WHICH MEETS THE FOLLOWING SPECIFICATIONS:

ANALYSIS GUARANTEE

HELIUM	99.999%
OXYGEN	< 1 PPM
HYDROGEN	< 1 PPM
NITROGEN	< 5 PPM
METHANE	< 1 PPM
ARGON	< 1 PPM
CARBON MONOXIDE	< 1 PPM
CARBON DIOXIDE	< 1 PPM

DEW POINT	-90 DEGREES F
MOISTURE CONTENT	LESS THAN 1 PPM WATER

ITEM 1 LIQUID HELIUM IN 100 LITER DEWAR (UNO OWNS ONE DEWAR)
ESTIMATED USAGE PER 12 MONTH PERIOD IS 100 DEWARs, BUT NO QUANTITY IS GUARANTEED

1A COST PER LITER \$ _____

1B COST PER DAY FOR RENTAL+/-
OF 100 LITER DEWAR \$ _____

DELIVERY TIME FOR ITEM 1

DELIVERY TIME MAY BE A FACTOR IN AWARDDING THIS BID. THE UNIVERSITY DESIRES A ONCE A WEEK DELIVERY.

DELIVERIES

DELIVERIES ARE TO BE F.O.B. UNIVERSITY OF NEW ORLEANS, INSIDE DELIVERY. PRIMARY DELIVERY LOCATION IS THE CHEMISTRY STOCKROOM, ROOM 1070 OF THE SCIENCE BUILDING, WITH THE OPTION TO ADD OTHER LAKEFRONT CAMPUS OR OFF-CAMPUS UNO LOCATIONS IF NEEDED.

DELIVERIES ARE TO BE ACCOMPLISHED BETWEEN THE NORMAL BUSINESS HOURS OF MONDAY THROUGH FRIDAY, 8:00 A M THROUGH 4:30 P M. UNDER NO CIRCUMSTANCES ARE DELIVERIES TO BE MADE BEFORE OR AFTER THIS TIME.

DELIVERY AND PICK-UP TICKETS ARE TO BE SIGNED BY AN AUTHORIZED EMPLOYEE OF THE UNIVERSITY. A COPY OF EACH DELIVERY/PICK-UP TICKET WILL BE LEFT WITH THE AUTHORIZED UNIVERSITY EMPLOYEE.

CONTINUED ON NEXT PAGE:

SEALED BID NUMBER: BTB2120
BID OPENING DATE 11/02/09
BID OPENING TIME: 2:00 P.M

BID SPECIFICATIONS FOR ITEM 2

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
2A	1EA	LIQUID NITROGEN STATION MONTHLY RENTAL	\$_____ PER MONTH
2B	1	PURCHASE OF NITROGEN 99.995% PURE	\$_____ PER HUNDRED CUBID FEET

CAPACITY: (SCF @ ATOSPHERIC PRESSURE) 109,870

DIMENSIONS: OUTSIDE DIAMETER OF STORAGE VESSEL: 6FT 6IN
OVERALL HEIGHT: 13FT 3 IN

WEIGHT: EMPTY: 10000 LBS
FULL NITROGEN: 18000 LBS

VAPORIZERS: INTEGRAL VAPORIZER-AMBIENT AIR 2000 CFG AS REQUIRED

INSULATIONS: PERLITE AIRCO SPEC 13-6171 OR EQUAL

HEAT LEAK: ANTICIPATED VOLUME OF GAS GENERATED PER DAY BY HEAT LEAKING
INTO THE LIQUID IN A FULL TANK AT ATMOSPHERIC PRESSURE -1825SCF.

MAXIMUM WORKING PRESSURE: 250 PSIG
GAS AND LIQUID WITHDRAWAL SYSTEM TO BE INCORPORATED.
THE STATION ESSENTIALLY CONSISTS OF AN INSULATED LIQUID STORAGE
VESSEL, A PRODUCT VAPORIZER , DISTRIBUTION PIPELINE REGULATOR AND
APPROPRIATE SAFETY DEVICES AND CONTROLS.

AIRCO #110 OR EQUAL.

NOTE: CONSIDERATION WILL BE GIVEN TO USED OR RECONDITIONED
EQUIPMENT, PROVIDED ALL SPECIFICATIONS ARE COMPARABLE TO THE
ABOVE.

LIQUID NITROGEN: PURITY 99.995%

SEALED BID NUMBER: BTB2120
BID OPENING DATE 11/02/09
BID OPENING TIME: 2:00 P.M

FEDERAL GOVERNMENT REGULATIONS

ANY COST(S) ASSOCIATED WITH COMPLIANCE REGARDING FEDERAL (OR STATE) GOVERNMENT REGULATIONS ARE TO BE INCLUDED IN THE COSTS QUOTED. THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ADDITIONAL CHARGES.

INSURANCE REQUIREMENTS

PROOF OF INSURANCE AND THE INDEMNIFICATION AGREEMENT AS SPECIFIED IN ATTACHMENT A WILL BE REQUIRED BEFORE A PURCHASE ORDER IS ISSUED

CONTRACT PERIOD

THIS CONTRACT WILL COMMENCE DECEMBER 1, 200 OR DATE OF AWARD THROUGH NOVEMBER 30, 2010 WITH THE OPTION TO RENEW FOR FOUR CONSECUTIVE ONE-YEAR PERIODS IF MUTUALLY AGREEABLE.

CANCELLATION CLAUSE

EITHER PARTY MAY TERMINATE THIS AGREEMENT UPON 30 DAYS WRITTEN NOTICE FOR ANY REASON.

WARRANTY, LIMITATION OF LIABILITY

THE SELLER WARRANTS THAT AT THE TIME OF DELIVERY THE LIQUID HELIUM SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

THE SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE SELLER WILL NOT BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR WILL THE SELLER BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE PRESENCE OR USE OF ANY OF SELLER'S PRODUCTS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

DETERMINATION OF THE SUITABILITY OF ANY OF SELLER'S PRODUCTS FURNISHED HEREUNDER FOR THE USE CONTEMPLATED BY BUYER IS THE SOLE RESPONSIBILITY OF THE BUYER AND THE SELLER SHALL HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH. THE BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF THE BUYER OR OTHERS ARISING OUT OF THE USE OR POSSESSION OF THE SELLER'S PRODUCTS.

THE WARRANTY AS HEREIN SET FORTH SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OR GROW OUT OF, THE RENDERING OF TECHNICAL ADVICE OR SERVICE IN CONNECTION WITH THE BUYER'S ORDER OR THE PRODUCTS FURNISHED HEREUNDER, BUT THE ABOVE STATED LIMITATION OF LIABILITY SHALL APPLY TO SUCH SERVICES.

CYLINDERS

ANY CYLINDERS RENTED UNDER THIS AGREEMENT ARE THE PROPERTY OF THE SELLER AND ARE LOANED TO THE BUYER SUBJECT TO THESE TERMS AND CONDITIONS. UNLESS OTHERWISE AGREED TO IN WRITING, THE BUYER AGREES TO RETURN SAID CYLINDERS IN GOOD CONDITION, WITH VALVES TIGHTLY CLOSED, TO THE SELLER.

THE BUYER AGREES TO PAY THE SELLER, AS DEMURRAGE, THE AMOUNT STATED IN THIS BID DAILY FOR AS LONG AS THE CYLINDERS ARE DETAINED BY THE BUYER.

CONTINUED ON NEXT PAGE:

SEALED BID NUMBER: BTB2120
BID OPENING DATE 11/02/09
BID OPENING TIME: 2:00 P.M

THE BUYER AGREES TO PAY THE SELLER, AT THE SELLER'S THEN PREVAILING COST, FOR THE LOSS, DESTRUCTION OR DAMAGE BEYOND REPAIR OF SAID CYLINDERS OR FITTINGS RESULTING FROM ANY CAUSE WHILE SUCH CYLINDERS ARE ON LOAN TO BUYER. IN THE CASE OF DAMAGE PERMITTING REPAIR, THE BUYER AGREES TO PAY THE ACTUAL COST OF REPAIR INCURRED BY THE SELLER, PLUS COST OF NECESSARY TRANSPORTATION. DEMURRAGE REFERRED TO IN THE PRECEDING PARAGRAPH WILL BE APPLICABLE UNTIL THE CYLINDER IS RETURNED, OR, IF THE CYLINDER CANNOT BE RETURNED, UNTIL THE SELLER IS PAID IN ACCORDANCE WITH THIS PARAGRAPH.

UNTIL SUCH CYLINDERS ARE RETURNED, OR UNTIL THE BUYER STATES IN WRITING THAT THE BUYER IS UNABLE FOR ANY REASON TO RETURN SUCH CYLINDERS, THE BUYER SHALL BE CONCLUSIVELY PRESUMED TO HAVE POSSESSION OR CONTROL OF SUCH CYLINDERS.

NO CLAIM THAT CYLINDERS HAVE BEEN RETURNED BY BUYER WILL BE HONORED UNLESS BUYER HOLDS A VALID SIGNED RECEIPT ON THE FORM PROVIDED BY THE SELLER EVIDENCING SUCH RETURN. THE REFILLING OF CYLINDERS WITHOUT THE SELLER'S CONSENT IN WRITING IS PROHIBITED.

NOTE ON PAGE ONE OF THIS INVITATION TO BID THAT SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE CONTAINED HEREIN MAY CAUSE A BID TO BE REJECTED.

Certificate of Insurance issued to the University of New Orleans
(SEE ATTACHED INSURANCE REQUIREMENTS)

INSURANCE REQUIREMENTS DO NOT NEED TO BE SUBMITTED WITH YOUR BID. SUCCESSFUL VENDOR(S) WILL HAVE TO SUBMIT ALL INSURANCE REQUIREMENTS PRIOR TO A PURCHASE ORDER BEING ISSUED.

**** CHAPTER 7 ****

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (vendor/contractor and or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- VI or higher and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the contractor and identify the agreement or contract number.

- A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A. M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages in not included in the policy, if any:
 - 1. Premises - Operations
 - 2. Broad Form Contractual Liability
 - 3. Products and Completed Operations
 - 4. Use of Contractors and Subcontractors
 - 5. Personal Injury
 - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
 - 1. Owned automobiles
 - 2. Hired automobiles
 - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specification.

- E. If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.
- F. The Contractor shall obtain and maintain such coverage for Pollution Liability insurance, gradual release as well as sudden and accidental, with coverage limits of not less than \$1,000,000.00. A policy period inception date of not later than the first day of the anticipated work under this contract and an expiration date of no earlier than 30 days after the anticipated completion of all work under the contract shall be provided by the policy. Furthermore, the policy shall provide for an "extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than nonpayment of the premiums. The policy shall name the State of Louisiana, (State Agency Name) as an additional insured for the project. The insurance company shall have an A.M. Best rating of at least A-, VI or better

The _____ agrees to protect, defend indemnify, save and hold harmless the University, Contractor/Subcontractor/Lessee/Supplier

its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____, its agents, servants, and employees, or any and all costs, Contractor/Subcontractor/Lessee/Supplier

expense and/or attorney fees incurred by _____ as a result of any claim, demands, and/or causes Contractor/Subcontractor/Lessee/Supplier

of action except of those claims, demands, and/or causes of action arising out of the negligence of the University, its agents, representatives, and/or employees. _____ agrees to investigate, handle, and respond to, Contractor/Subcontractor/Lessee/Supplier provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for University of New Orleans

PURPOSE OF CONTRACT: _____

SEALED BID NUMBER: BTB2120
BID OPENING DATE 11/02/09
BID OPENING TIME: 2:00 P.M

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____

2. Is the bidder a spouse of a legislator? _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? _____
4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts. In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____

SPECIFY LINE NUMBER(S):

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

Do you have a Louisiana business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana Business workforce is comprised of Louisiana residents?

YES _____ NO _____

«Field1»

«Field2»

«Field3»

«Field4»

**RM 115 BIENVILLE HALL
PURCHASING OFFICE
UNIVERSITY OF NEW ORLEANS
NEW ORLEANS, LA 70148**

Proposal for: LIQUID HELIUM

Due Date: 11/02/2009 AT 2:00 P.M.

Sealed Bid No. BTB2120